

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 32
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-07-R-0091		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUN07	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-I ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2007JUL06 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> PETER BROWN <b>E-mail address:</b> PETER.BROWN@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3621
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
<p>Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>.</p>			

(End of narrative)

(AS7002)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
<p>(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.</p>			
<p>(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).</p>			
<p>(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.</p>			
<p>(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).</p>			

(End of narrative)

(AS7001)

- THIS SOLICITATION IS FOR THE SERVICES ASSOCIATED WITH THE OPERATION OF A CONSOLIDATION FACILITY FOR DEPARTMENT OF DEFENSE (DOD) AND OTHER FEDERAL AGENCY GENERATORS OF LOW-LEVEL RADIOACTIVE WASTE. THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING, DECONTAMINATION CAPABILITY, BROKERAGE, RECYCLE AND DISPOSAL SERVICES.
- OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND, HOLD A NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:
  - Total Activity Limit: 100 curies
  - Tritium: 100 curies
  - Source Material: 1,000 lbs
  - Atomic Number 2-91  
(except source material): 5 curies/nuclide
- THE GOVERNMENT INTENDS TO AWARD UP TO THREE (3) INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) CONTRACTS (ONE AWARD FOR EACH REGION) THAT EXPIRE FIVE (5) YEARS AFTER THE CONTRACT AWARD DATE. THE IDIQ AWARD(S) WILL BE MADE CONCURRENTLY WITH THE FIRST TASK ORDER AT SUCH TIME A REQUIREMENT IS AVAILABLE. ALL OFFERORS MUST SPECIFY IN WHICH REGION THEIR CONSOLIDATION FACILITY IS LOCATED.  
THE THREE REGIONS ARE AS FOLLOWS:
  - REGION I: SELECTED FROM THE STATES OF ME, NH, VT, MA, CT, NY, PA, RI, DE, NJ, MD, WV, VA, MI, IN, OH, KY, TN, NC, SC, AL, GA AND FL.

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- b) REGION II: SELECTED FROM THE STATES OF ND, SD, MN, WI, IL, IA, NE, WY, CO, KS, MO, AR, LA, MS, TX, OK AND NM.
- c) REGION III: SELECTED FROM THE STATES OF WA, ID, MT, OR, NV, UT, AZ, CA, AK AND HI.

4. THE IDIQ CONTRACT AND FIRST TASK ORDER WILL BE MADE CONCURRENTLY TO THE LOW PRICED, TECHNICALLY ACCEPTABLE OFFEROR IN EACH REGION. IF THE GOVERNMENT DECIDES THAT THERE IS NO ACCEPTABLE PROPOSAL FOR ONE OF THE REGIONS, NO AWARD WILL BE MADE IN THAT REGION. AN AWARD WILL NOT BE MADE IN ANY REGION UNTIL A TASK ORDER CAN BE PLACED CONCURRENTLY.

5. AFTER ALL THE POSSIBLE INITIAL IDIQ/TASK ORDERS HAVE BEEN AWARDED TO THE SUCCESSFUL OFFEROR'S, ANY OTHER TASK ORDERS AWARDED DURING THE FIVE YEAR CONTRACT PERIOD WILL ONLY BE AWARDED TO THE SUCCESSFUL OFFEROR THAT HAS THE LOWEST OVERALL PRICE TO THE GOVERNMENT, WITHOUT REGARD TO THE REGION. THE GOVERNMENT WILL CALCULATE THE COST OF THE PROCESSING, PERMITTING AND/OR BONDING COSTS AS WELL AS THE TRANSPORTATION COST TO THE GOVERNMENT (TO THE PROCESSING FACILITY AND TO THE DISPOSITION SITE). THE GOVERNMENT SHALL ALSO CONSIDER ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES, LAWS, STATUTES AND REGULATIONS. IN ADDITION IN ORDER TO BE CONSIDERED FOR FOLLOW-ON AWARDS THE CONTRACTOR MUST BE ABLE TO ACCEPT THE WASTE STREAM BASED ON THEIR LICENSE AND WASTE ACCEPTANCE CRITERIA.

6. THE MINIMUM DOLLAR AMOUNT OF EACH CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS \$2,500.00. THE OVERALL SHARED MAXIMUM PRICE RESULTING FROM THIS SOLICITATION IS \$5,000,000.00. THE MAXIMUM AGGREGATE DOLLAR VALUE OF ALL DELIVERY ORDERS ISSUED TO ALL CONTRACTORS UNDER THIS SOLICITATION SHALL NOT EXCEED THE ABOVE MAXIMUM AMOUNT. THE MINIMUM AND MAXIMUM FOR EACH AWARD WILL BE DETERMINED AT THE TIME OF AWARD.

7. THE GOVERNMENT RESERVES THE RIGHT TO HOLD DISCUSSIONS OR PROCEED WITH AWARD WITHOUT HOLDING DISCUSSIONS.

8. IN ORDER TO BE CONSIDERED FOR AWARD THE CONTRACTOR MUST SUBMIT PRICES FOR ALL CONTRACT LINE ITEMS IN SECTION "B" AND VALIDATE THEIR BID PICES FOR A PERIOD OF SIX (6) MONTHS FROM THE CLOSING DATE OF THIS RFP.

9. ALL OFFERORS SHALL SUBMIT THE FOLLOWING DOCUMENTATION WITH THEIR PROPOSAL:

- IDENTIFY THE FACILITY LOCATION THAT WILL BE USED TO PROCESS WASTE UNDER THIS RFP.
- EACH OFFEROR SHALL CERTIFY THE FACILITY TO BE USED IS OWNED AND OPERATED BY THE OFFEROR. A LETTER OF CERTIFICATION IS ACCEPTABLE PROVIDED IT IS SIGNED BY AN OFFICIAL AUTHORIZED TO BIND THE COMPANY.
- PROVIDE COPY'S OF THE FACILITIES LICENSE AND NRC/AGREEMENT STATE LICENSE.
- PROVIDE A COPY OF WASTE SHIPPING AUTHORIZATION/PROCEDURES FOR RECEIVING WASTE.
- PROVIDE A COPY OF PROCEDURES TO BE USED FOR HANDLING RECEIPT OF NON-CONFORMING MATERIAL.

NOTICE TO OFFEROR'S: THIS SOLICITATION IS TO PROCURE REQUIREMENTS PREVIOUSLY SOLICITED UNDER SOLICITATION W52P1J-06-R-0131. YOU ARE NOTIFIED THAT THIS SOLICITATION AND THE PREVIOUS SOLICITATION ARE NOT IDENTICAL. OFFEROR'S ARE ENCOURAGED TO READ THIS SOLICITATION IN IT'S ENTIRETY.

QUESTIONS AND ANSWERS RECEIVED UNDER SOLICITATION W52P1J-06-R-0131 ARE PROVIDED AS AN ATTACHMENT UNDER SECTION J OF THIS RFP. THEY ARE PROVIDED FOR OFFEROR'S TO REVIEW. ANY QUESTIONS UNDER THIS SOLICITATION MUST BE PRESENTED IN WRITING TO THE CONTRACTING OFFICER WITHIN 7 CALENDAR DAYS AFTER THE DATE THIS SOLICITATION IS ISSUED

\*\*\* END OF NARRATIVE A0001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>SERVICES LINE ITEM</u>  SECURITY CLASS: Unclassified				
0001AA	<u>WASTE ACCEPTANCE/RECEIPT</u>  PROPOSED PRICE PER CUBIC FOOT  (End of narrative B001)				
0001AB	<u>INSPECTION, SEGREGATION &amp; PREPARATION</u>  OF RECYCLABLE RADIOACTIVE MATERIALS PROPOSED IN PRICE PER CUBIC FOOT  (End of narrative B001)				
0001AC	<u>INSPECTION, SEGREGATION &amp; PREPARATION</u>  OF RADIOACTIVE MATERIALS FOR DISPOSAL PROPOSED PRICE PER CUBIC FOOT  (End of narrative B001)				
0001AD	<u>CONTRACTOR MANPOWER REPORTING</u>  THE CONTRACTOR MANPOWER REQUIREMENT (SEE SECTION C) WILL BE APPLICABLE TO DEPARTMENT OF THE ARMY TASKS ONLY. IF NOT SEPARATELY PRICED MARK CLIN 0001AD AS "NSP"  CLINS 0001AA THROUGH 0001AC SHALL INCLUDE ANY COSTS FOR THE FOLLOWING:  1. BASIC OPERATION TO INCLUDE MAINTAINING INVENTORY AND KEEPING RECORDS.  2. PROVIDE ASSISTANCE/TRAINING (I.E. SEND THE ARMY UPDATES ON REVISIONS TO FEDERAL, STATE, LOCAL,				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACTOR AND/OR CARRIER REVISIONS TO SHIPPING PROCEDURES.  3. PROVIDE A 24-HOUR EMERGENCY RESPONSE TELEPHONE SERVICE (IAW 49 CFR 172.604)  (End of narrative B001)				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

To provide all services associated with the operation of a consolidation facility for generators of low-level radioactive waste (LLRW) in the Department of Defense (DoD) and other federal agencies. The consolidation facility shall have the capability to provide; volume reduction, waste processing, repackaging, decontamination, recycle, technical assistance, inventory management, 24-hour emergency response service, temporary storage for a minimum of 12 months and brokerage services.

All activities associated with this scope of work shall comply with all applicable local, state and federal rules, laws and regulations including the Defense Appropriation Act as it pertains to the use of ozone depleting substances. The contractor, in performing the efforts defined in this scope of work, will in no way construe the government direction as supporting, suggesting or directing the use of ozone depleting substances. The contractor will specifically bid and perform all contractual efforts in compliance with this act.

SCOPE OF WORK

1. COORDINATION. The contractor shall coordinate all non-routine project activities (i.e., circumstances not identified by this scope of work) with the following JMC personnel:

U.S. Army Joint Munitions Command  
AMSJM-SF (Mr. Kelly Crooks)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone (309) 782-0338  
Facsimile: (309) 782-2988  
Email: \\*HYPERLINK "mailto:kelly.crooks@us.army.mil" [kelly.crooks@us.army.mil](mailto:kelly.crooks@us.army.mil)

U.S. Army Joint Munitions Command  
AMSJM-SF (Mr. Mike Styvaert)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone (309) 782-0880  
Facsimile: (309) 782-2988  
Email: michael

2. The contractor shall provide all services, materials and supplies necessary to perform the functions as described in this scope of work. The contractor shall be capable of meeting the following requirements and performing the following tasks;

a. REGULATORY CONCERNS.

(A) JMC will obtain site use permits, interstate compact export permits and authorizations for outgoing shipments to Lawrence Livermore National Laboratories (LLNL), the Army Contaminated Equipment Retrograde Team (ACERT) facility and to Wright Patterson Air Force Base (WPAFB). The contractor shall be responsible for obtaining all remaining permits and/or authorizations. The contractor shall assume ultimate responsibility for ensuring all federal, state and municipal requirements are in place before processing, transporting and/or disposing of DoD LLRW.

(B) The contractor shall provide assistance (within 24 hours) to JMC, on an as-needed basis, in interpreting rules and regulations as promulgated by the commercial LLRW disposal sites, the Nuclear Regulatory Commission, the Environmental Protection Agency, the various LLRW compacts, individual states, sub-contractors and the Department of Transportation.

(C) The contractor shall provide JMC with a timely (i.e., within 10 working days) written notification of changes to any federal, state and/or municipal rules and regulations that have an impact or potential impact to the Government's LLRW program.

b. RECEIPT OF LLRW. Shipments of LLRW from DoD and other federal generators will arrive at the consolidation facility in small or large quantities from within the U.S. and from U.S. Government installations overseas. The consolidation facility shall accommodate direct shipments from individual Federal generators/installations as well as brokered shipments from JMC personnel and their agents.

(A) The contractor shall have the capability to quantify, characterize, profile and/or identify (as required) federal radioactive waste.

(B) The contractor shall accept, process, repackage and dispose of radioactively contaminated liquids, as required.

(C) Shipments will arrive at the consolidation facilities via commercial carriers, Government-owned conveyance or the personally owned vehicles of Government employees. The waste may consist of any radioactive material including source material and special nuclear material.

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(D) The contractor shall accommodate radioactive waste shipments from DOD and other federal generators from all 50 U.S. states, as well as from U.S. activities overseas.

(E) The contractor shall, as part of this effort, supply JMC (within 10 days after contract award) with detailed shipping instructions, special shipping markings and labels (500 each) as well as all State, Compact and municipal forms required for shipping waste to the facility. The forms shall contain a 24-hour emergency response telephone number in accordance with 49 CFR, paragraph 172.604 (See paragraph 2.g).

c. PROCESSING OF DOD LLRW. The JMC, or their agents, will ship waste materials to the consolidation facilities and the contractors shall inspect the shipments upon receipt.

(A) The contractor shall provide to JMC (ATTN: AMSJM-SF) a written acknowledgement of acceptance and receipt for each individual JMC managed waste shipment within 10 days of arrival. The acknowledgement shall, in the contractors format, completely describe any paperwork/inventory discrepancies or any other problems with the shipment.

(B) The contractor shall perform volume reduction, decontamination and consolidation of materials to minimize waste volume (only when the cost of such operations provides net savings as compared to disposal), perform necessary repackaging or processing of the materials, mark and label the shipping containers and otherwise prepare the waste for storage, transport and/or disposition. The contractor shall propose the most cost effective means of handling the waste stream(s). The Government shall make the final decision as to which method of disposition shall be used.

d. OUTBOUND SHIPMENTS OF DOD LLRW. The contractor shall have a JMC-approved broker available to make DOD LLRW shipments to and from the consolidation facility and from the consolidation facility to disposal and recycle facilities.

(A) The Army Joint Munitions Command (JMC) Safety/Rad Waste Directorate shall approve persons managing shipments of radioactive or other hazardous materials for the Department of Defense Executive Agency (DODEA).

(B) The contractor shall possess, or have access to appropriate shipping containers for the repackaging of DOD LLRW to include DOT Type B packaging for transport of Type B quantities of DOD LLRW. The contractor must have a Quality Assurance plan for Type B packaging in place in accordance with NRC 10 CFR, subpart H.

(C) The contractor shall coordinate with one of the JMC POCs in paragraph 1 to obtain written authorization and instructions prior to making shipments to LLNL, WPAFB or the Rock Island Arsenal ACERT consolidation facility.

e. INVENTORY MANAGEMENT AND RECORD KEEPING. The contractor shall prepare an inventory listing of accumulated Government LLRW requiring disposal on an as needed basis, (a minimum of once per year). The contractor shall submit a complete inventory of Government waste prepared for disposal to JMC, ATTN: AMSJM-SF, at least 30 days prior to disposal.

(A) The contractor shall maintain an accurate and timely account of all radioactive materials on site in terms of total activity/weight and in terms of the percentage of the facility NRC license limit. The contractor shall accommodate (with a 1 week notification) a Government shipment(s) of up to 40% of the minimum license limits (see paragraph 2.f) for any given radionuclide.

(B) The contractor shall maintain records of all waste received, processed, stored and shipped off site. As a minimum, this record keeping system shall contain all radioactive shipment manifest information, the date received, waste processing that was utilized, volume reduction achieved, storage dates, disposal dates and sites and the total on site radioactive material inventory as a percentage of the facility NRC licensure limit. In addition, the system shall provide for real time waste tracking from the point the waste is shipped to the facility until it reaches its ultimate disposition. The contractor shall indefinitely maintain records in support of all projects completed for the Government.

(C) The contractor shall within 2 hours of notification during normal business hours provide a facsimile or electronic report of all actions taken and the current status of any Government waste stream shipped to the consolidation facility. The contractor shall supply JMC with a monthly report of waste received, waste processed, type of process applied, waste sent to storage and waste sent to disposal or for recycle (designate which disposal or recycle site). The word "waste" shall be defined in terms of the generator, Government project/shipment number, radionuclide, curie content and volume. The monthly report shall include copies of all incoming and outgoing Radioactive Shipment Manifests (RSM); outgoing shipments will include proof of receipt and disposal or recycle, where appropriate; and the facility status in terms of percentage of NRC licensure limits on site as of the reporting date.

f. LICENSE REQUIREMENTS. The contractor shall have a Nuclear Regulatory Commission (NRC), or equivalent Agreement State license, with the following minimal material limits:

- (A) Total Activity Limit: 100 curies
- (B) Tritium: 100 curies
- (C) Source Material: 1,000 lbs
- (D) Atomic Number 2-91

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-R-0091      MOD/AMD</p>	<p style="text-align: right;"><b>Page 8 of 32</b></p>
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(except source material): 5 curies/nuclide

The contractor shall submit a copy of their NRC or agreement State license as part of their cost and technical proposal. The contractor must have a valid license with the above minimal license limits in place at the time their proposal is submitted; the Army will NOT review license application packages, only licenses that are active and in place.

g. EMERGENCY RESPONSE. The contractor will provide a 24-hour emergency response telephone number for Government shipments enroute to the consolidation facility in accordance with paragraph 172.604 of 49 CFR.

h. INVOICES: Upon completion of the Scope of Work, the contractor shall provide invoices(s) to the Contracting Officer for approval. The contractor shall invoice only for work performed. The contractor shall state on the invoice a brief explanation of the work performed and period of performance. Failure to provide this brief explanation and period of performance will result in nonpayment of the invoice(s). All invoices shall be submitted electronically to the contracting officer. For an invoice that includes transportation or processing/recycle/disposal charges, the contractor shall include manifests showing receipt of the material and certificates of disposal, as appropriate. The contractor shall include a statement with or on these invoices for shipping and disposal certifying that they have distributed the shipping papers and/or disposal certificates.

3. CONTRACTOR MANPOWER REPORTING (CMR) REQUIRMENT. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes:

Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;  
Contract number, including task and delivery order number;  
Beginning and ending dates covered by reporting period;  
Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;  
Estimated direct labor hours (including sub-contractors);  
Estimated direct labor dollars paid this reporting period (including sub- contractors);  
Total payments (including sub-contractors);  
Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);  
Estimated data collection cost;  
Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);  
Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);  
Presence of deployment or contingency contract language; and  
Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

3.1 As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

\*\*\* END OF NARRATIVE C0001 \*\*\*



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SECTION D - PACKAGING AND MARKING

PACKAGING REQUIREMENTS ARE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES, LAWS AND REGULATIONS.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996

A QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) WILL BE INCLUDED IN EACH INDIVIDUAL TASK ORDER.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-07-R-0091 <b>MOD/AMD</b>	<b>Page 12 of 32</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000

H-2      52.242-4591      CONTRACTOR PERFORMANCE INFORMATION      DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-3	52.247-4545 LOCAL	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

Name of Offeror or Contractor:

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 06) - ALTERNATE I	OCT/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-24	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-25	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV/2006
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	OCT/2003
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-38	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-39	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-42	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I	APR/1984
I-43	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-44	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49		*** THIS REFERENCE (IA0506) IS NO LONGER VALID ***	
I-50	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC/2004

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I-51	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-53	252.215-7003 DRAFS	EXCESSIVE PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT	APR/2007
I-54	252.215-7004 DFARS	EXCESSIVE PASS-THROUGH CHARGES	APR/2007
I-55	252.219-7003 DFARS	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-56	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-57	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-58	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-59	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-60	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-61	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-62	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL/2005

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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

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(End of clause)

(IF8005)

I-63	52.248-1	VALUE ENGINEERING	FEB/2000
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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_-1\_-, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-64	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task

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orders by individuals or activities designated in the Schedule. Such orders may be issued for a period not to exceed five (5) years after the date of award of an IDIQ contract(s).

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(End of clause)

(IF6088)

I-65                      52.216-19                      ORDER LIMITATIONS                      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less the -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$5,000,000.00

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-66                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on



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continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-67                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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**Name of Offeror or Contractor:**

I-68                      252.232-7010                      LEVIES ON CONTRACT PAYMENTS                      DEC/2006  
DFARS

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractors assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

(IA7008)

I-69                      252.243-7002                      REQUESTS FOR EQUITABLE ADJUSTMENT                      MAR/1998  
DFARS

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_

(Official's Name)

\_\_\_\_\_

(Title)

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(End of clause)

(IA7035)

I-70                      52.201-4500                      AUTHORITY OF GOVERNMENT REPRESENTATIVE                      FEB/1993  
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the

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act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

LIST OF QUESTIONS AND ANSWERS FROM RFP W52P1J-06-R-0131

3. THE FOLLOWING QUESTIONS HAVE BEEN SUBMITTED BY VARIOUS CONTRACTORS. THE GOVERNMENT'S RESPONSE IS IMMEDIATELY FOLLOWING THE QUESTION:

a) Please provide definitive clarification as to what should be the primary disposition path for waste that may arrive as part of a contract (whether to process, package, and dispose, or simply to dispose). Please indicate by what means any exceptions to the primary disposition path will be communicated to the contractor

ARMY RESPONSE: THERE IS NO PRIMARY PATH FOR ITEMS THAT MAY HAVE MULTIPLE OPTIONS, THE ARMY PROJECT MANAGER WILL WORK WITH THE PROCESSOR TO SELECT THE BEST ALTERNATIVE.

b) On page 26 of the RFP, in paragraph 2, offerers are instructed to submit all information that shows they own and operate the consolidation facility. Apart from the corporate name on the copy of the NRC radioactive materials license(s) that authorize us to operate consolidation and disposal facilities, please specify what alternate or additional evidence is required in order to show that we own and operate the consolidation facility.

ARMY RESPONSE: A LETTER OF CERTIFICATION INDICATING THAT THE OFFERER OWNS AND OPERATES THE FACILITY ALONG WITH A COPY OF THE FACILITIES NRC OR AGREEMENT STATE LICENSE.

c) Page 2 of 28 item #2 Do the Minimal Material Limits stated represent the total quantity that the Consolidation Facility is allowed to have on site at any given time or does it represent some other factor such as processing capability?

ARMY RESPONSE: THE LIMITS REFER TO MINIMAL NUCLEAR REGULATORY COMMISSION OR AGREEMENT STATE LICENSE LIMITS.

d) Page 2 of 28 item #2 can an Offeror submit a bid and be considered as a viable candidate if the offerors Minimal Material Limits are less than those presented in the solicitation?

ARMY RESPONSE: NO

e) Will the Army send material that is outside of the Contractor's Waste Acceptance Criteria which is attached to this message?

ARMY RESPONSE: NO

f) Does the contractor have the ability to accept or decline receipt of each proposed shipment into the Consolidation Facility?

ARMY RESPONSE: YES, THE CONTRACTOR SHALL PROVIDE A SHIPPING AUTHORIZATION PROCESS WITH THEIR PROPOSAL TO ENSURE AN ARMY SHIPMENT DOES NOT CAUSE AN AWARDEES FACILITY TO EXCEED THEIR LICENSE LIMIT.

g) Who will determine the final disposal site for the material and when will that determination be made?

ARMY RESPONSE: THE ARMY WILL DETERMINE DISPOSITION FOR MATERIALS WE SHIP.

h) What is the anticipated distribution of material types that would be shipped to the Consolidation Facility over a one year period?

ARMY RESPONSE: OUR WASTE STREAMS AND VOLUMES ARE HIGHLY VARIABLE, WE CANNOT COMMIT TO THE TYPE , DISTRIBUTION,OR DENSITY OF MATERIALS.

i) What is the average estimated density of the material to be shipped to the Consolidation Facility?

ARMY RESPONSE: OUR WASTE STREAMS AND VOLUMES ARE HIGHLY VARIABLE, WE CANNOT COMMIT AS TO THE DENSITY OF MATERIALS.

j) Will all disposal pricing be at disposal rates that are held by the Army Joint Munitions Command?

ARMY RESPONSE: WE WILL NOT COMMENT ON DISPOSAL PRICING; IT IS NOT RELEVANT TO THIS SOLICITATION.

k) How will the Consolidation Facility contractor handle non-conforming material received at the Consolidation Facility?

ARMY RESPONSE: WE ANTICIPATE EACH FACILITY HAS DOCUMENTED INTERNAL PROCEDURES FOR HANDLING NON-CONFORMING MATERIALS. EACH OFFEROR SHALL SUBMIT A COPY OF THEIR PROCEDURES AS PART OF THEIR PROPOSAL.

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1) Will there be any Class B waste that is to be received at the Consolidation Facility?

ARMY RESPONSE: THE FACILITY SHOULD ANTICIPATE CLASS A, B, C AND GREATER THAN CLASS C WASTE; BUT, ALL WITHIN THE LICENSE LIMITS SPECIFIED IN THE RFP.

m) Can pricing for material requiring type B containers be separated out as a special pricing item?

ARMY RESPONSE: PRICING FOR TYPE B CONTAINERS IS NOT TO BE A PART OF THE SOLICITATION, ONLY THE CAPABILITY SPECIFIED IN 2.D.b.

n) Who carries/holds the licenses for delivery and who is the shipper of record for material coming into the Consolidation Facility?

ARMY RESPONSE: THE SHIPPER OF RECORD WILL BE THE FEDERAL WASTE GENERATOR; ARMY CONTRACTORS WHO SHIP FOR US DO SO AS AGENTS FOR THE DODEA.

o) What type of containers will be used for material shipments into the Consolidation Facility?

ARMY RESPONSE: ALL TYPES DEPENDING ON THE DOT REQUIREMENTS FOR A PARTICULAR SHIPMENT.

p) Who provides containers for material coming into the Consolidation Facility? ARMY RESPONSE: THE SHIPPER WILL PROVIDE CONTAINERS FOR INCOMING MATERIALS.

q) What is the desired disposition or reuse path of the containers used for shipments into the Consolidation Facility?

ARMY RESPONSE: CONTAINER DISPOSITION WILL BE AT THE DISCRETION OF THE PROCESSING FACILITY; REUSE WOULD BE THE PREFERRED ALTERNATIVE.

r) Who provides containers for outgoing shipments from the Consolidation Facility to the disposal facility?

ARMY RESPONSE: THE CONSOLIDATION FACILITY SHALL BE RESPONSIBLE FOR PACKAGING OUTGOING WASTE; REUSE OF INCOMING PACKAGES IN GOOD CONDITION IS ACCEPTABLE.

s) Who is responsible for making the decision to use the requested services to decontaminate, volume reduce, free release and recycle materials received at the Consolidation Facility? Using these services is stated to be based upon economics however there are no economic factors presented as part of the solicitation.

ARMY RESPONSE: THE ARMY WILL DETERMINE ULTIMATE DISPOSITION. FOR ITEMS THAT MAY HAVE MULTIPLE OPTIONS, THE ARMY PROJECT MANAGER WILL WORK WITH THE PROCESSOR TO SELECT THE BEST ALTERNATIVE.

t) Can Emergency Response actions, which are noted as being required, be listed as a separate pricing item?

ARMY RESPONSE: NO.

u) Pricing items noted in Section B are not commensurate with services requested.

a. Services requested in the solicitation are:

- i. Volume Reduction
- ii. Waste Processing
- iii. Repackaging
- iv. Decontamination capability
- v. Brokerage
- vi. Recycle of material
- vii. Disposal services

b. Pricing requested in the solicitation are:

- i. (0001AA) - Waste Acceptance/receipt
- ii. (001AB) - Inspection, segregation & Preparation of recyclable radioactive materials
- iii. (001AC) - Inspection, segregation of radioactive materials for disposal
- iv. (001AD) Contractor Manpower Reporting
  - 1. All Pricing must include
    - a. Maintaining inventory and keeping records
    - b. Provide assistance & Training to Army personnel
    - c. Provide 24 hour emergency response telephone service

ARMY RESPONSE THE ARMY DEVELOPED THE RFP TO DESCRIBE MINIMAL CAPABILITIES OFFERORS NEED TO HAVE IN ORDER TO BE CONSIDERED QUALIFIED ENTITIES (i.e., ITEMS DESCRIBED IN THE a LIST ABOVE). WE HAVE ASKED FOR PRICING INFORMATION FOR THE b LISTED ITEMS FOR COST COMPARISON PURPOSES AND FOR BASE CONTRACT AWARD PURPOSES.

v) It is stated that the Offeror must supply the Army with shipping instructions and training for all the types of materials that will be shipped to the Consolidation Facility. Will this action be for each designated incoming shipment and material type?

ARMY RESPONSE: OFFERORS NEED TO PROVIDE A ONE TIME SITE SPECIFIC OVERVIEW OF UNIQUE INSTRUCTIONS FOR SHIPPING TO THE AWARDEES FACILITY.

w) Section L - LS7001. This implies that bidders must be able to provide disposal services in addition to those identified previously in the solicitation. Is this correct?

ARMY RESPONSE: DISPOSAL IS NOT A PART OF THIS SOLICITATION.

4. THE FOLLOWING QUESTIONS PERTAIN TO THE PRICING PORTION IN SECTION B OF THE SOLICITATION:

a) Item No. 0001: What is your expectation for this service line item? It is unclear what is supposed to be priced.

ARMY RESPONSE: CLIN 0001 IS SIMPLY A CATEGORY HEADING. NO PRICING IS REQUIRED.

b) Item No. 0001AA: Should this price include anything besides waste shipment receipt, inspection, and staging for processing?

ARMY RESPONSE: CLIN 0001AA SHOULD REFLECT ONLY THE COST FOR WASTE RECEIPT.

c) Item No. 0001AB: Should this price include anything besides separation of recyclable materials from rad waste? How does decon factor into our pricing?

ARMY RESPONSE: NO, CLIN 0001B SHOULD ONLY REFLECT THE INSPECTION, SEGREGATION AND PREPARATION COSTS ASSOCIATED WITH RECYCLABLE RADIOACTIVE MATERIALS. DECONTAMINATION DOES NOT FIGURE INTO THIS CLIN.

d) Item No. 0001AC: Should this item include labor and Type B packages to segregate LLRW from recyclable materials and prepare them for shipment? Are brokerage costs to be included? Costs per cubic foot will depend on the size and number of shipments. The unit cost to ship a 55 gallon drum will be significantly higher than the unit cost to ship an intermodal container.

ARMY RESPONSE: NO, OFFERORS NEED TO HAVE ACCESS AND CAPABILITIES TO PRODUCE TYPE B PACKAGING.

e) Item 0001AD: Please clarify "department of Army tasks" vs. other tasks.

ARMY RESPONSE: ARMY AS OPPOSED TO NAVY, AIR FORCE OR OTHER FEDERAL SERVICE. THE CONTRACTOR MANPOWER REPORTING IS AN ARMY-ONLY REQUIREMENT.

5. THE FOLLOWING QUESTIONS PERTAIN TO SECTION C, STATEMENT OF WORK, PORTION OF THE SOLICITATION:

a) How and where are we to price volume reduction, decontamination, storage, and brokerage services?

ARMY RESPONSE: VOLUME REDUCTION, DECONTAMINATION AND STORAGE ARE PART OF THE INSPECTION, SEGREGATION AND PREPARATION COSTS IN CLINS 0001AB AND 0001AC. BROKERAGE SERVICES ARE A CAPABILITY REQUIREMENTS ONLY.

b) Paragraph 2Bb and 2H: How and where is this task to be priced? Are bidders expected to pay for disposal or will the JMC? What about transportation?

ARMY RESPONSE: THE PREPARATION COSTS ARE TO BE PROPOSED IN CLINS 0001AB AND 0001AC. DISPOSAL AND TRANSPORTATION ARE PART OF THIS SOLICITATION AS A REQUIRED CAPABILITY ONLY.

c) Paragraph 2D: Will JMC provide a list of approved brokers? Are bidders to use Type B containers for all waste shipments or only as required by governing regulations?

ARMY RESPONSE: WE WILL ATTACH THE MOST RECENT LISTING OF JMC-APPROVED BROKERS AT THE END OF THIS AMENDMENT. TYPE B CONTAINERS ARE NOT REQUIRED FOR ALL SHIPMENTS, ONLY WHEN NECESSITATED BY REGULATORY REQUIREMENTS.

6. THE FOLLOWING IS A LIST OF BROKERS CURRENTLY APPROVED BY THE JOINT MUNITIONS COMMAND:

DOD EA Currently Qualified Brokers  
CompanyName QualType BrokerName QualExpires  
Army

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**Name of Offeror or Contractor:**

Army Broker  
 Kelly Crooks 12/31/2007  
 Paul Grooms 12/31/2007  
 E. Joe Hart 12/31/2007  
 David Horton 12/31/2007  
 Bill Metcalf 12/31/2007  
 Darryl Sontag 12/31/2007  
 Mike Styvaert 12/31/2007  
 Frank Whitaker 12/31/2007  
 Judy Woodson 12/31/2007  
 B&B Environmental Safety  
 Senior Broker  
 Willie Bremer 12/31/2007  
 New World Technology  
 Senior Broker  
 Richard Thatcher  
 Cabrera Services, Inc.  
 Senior Broker  
 Wade Fillingame 12/31/2007  
 Earth Tech  
 Senior Broker  
 Todd Eastman 12/31/2007  
 EnergySolutions  
 Senior Broker  
 Reynolds Black 12/31/2007  
 Barron Bradley 12/31/2007  
 Broker  
 Billy Carver 12/31/2007  
 Mick Flynn 12/31/2007  
 Environmental Management Services, Inc.  
 Senior Broker  
 Thom Dias 12/31/2007  
 Broker  
 Ronald Wilcox 12/31/2007  
 Assistant Broker  
 Pramoth Chandrikamohan 12/31/2007  
 Friday, March 02, 2007 Page 1 of 2  
 CompanyName QualType BrokerName QualExpires  
 PIKA  
 Senior Broker  
 Rick Holthouser 12/31/2007  
 Sci-Tek Environmental Services  
 Broker  
 Jeffrey Holloway 12/31/2007  
 Brad Squibb 12/31/2007  
 World Environmental  
 Broker  
 Jeffrey Holloway 12/31/2007  
 Friday, March 02, 2007 Page 2 of 2

\*\*\* END OF NARRATIVE J0001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006

K-3      52.204-8      ANNUAL REPRESENTATIONS AND CERTIFICATIONS      JAN/2006  
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562219.  
(2) The small business size standard is \$11.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.  
☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)



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<b>Name of Offeror or Contractor:</b>		

K-4                      52.219-1                      SMALL BUSINESS PROGRAM REPRESENTATIONS                      MAY/2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562219.

(2) The small business size standard is \$11.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is,                      is not                      a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is,                      is not                      a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:                      .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
The offeror represents that -

FEB/1999

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-6 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING  
(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

AUG/2003

(b) By signing this offer, the offeror certifies that-

(  
1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(  
2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

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- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- A) Major group code 10 (except 1011, 1081, and 1094).
- B) Major group code 12 (except 1241).
- C) Major group codes 20 through 39.
- D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

(KF7058)

K-7                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-5	52.233-2	SERVICE OF PROTEST	SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_Helen T. Gonzales. [email: helen.gonzales@us.army.mil]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-6	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.  
 \~

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.  
 \~

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.  
 \~

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.  
 \~

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Helen T. Gonzales, Contracting Officer).

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**Name of Offeror or Contractor:**

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(End of provision)

(LM6100)

L-7 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-8 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005  
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-9 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to

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disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

1. THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING DECONTAMINATION CAPABILITY, AND BROKERAGE, RECYCLE AND DISPOSAL SERVICES. AND OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND, HOLD AN NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:

- a. TOTAL ACTIVITY LIMIT: 100 CURIES
- b. TRITIUM: 100 CURIES
- c. SOURCE MATERIAL: 1,000 LBS
- d. ATOMIC NUMBER 2-91  
(EXCEPT SOURCE MATERIAL: 5 CURIES/NUCLIDE

2. OFFERORS ARE REQUIRED TO SUBMIT ALL INFORMATION THAT SHOWS THEY OWN AND OPERATE THE CONSOLIDATION FACILITY, WHICH REGION THE FACILITY IS LOCATED (REGION I, REGION II OR REGION III); THAT THE FACILITY MEETS THE MINIMUM MATERIAL LIMITS SPECIFIED IN PARAGRAPH 1 ABOVE, AND THAT THEY HOLD THE APPROPRIATE PERMITS, AGREEMENTS OR LICENSES AND COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

3. ALL OFFEROR'S ARE REQUIRED TO SUBMIT A PRICING PROPOSAL BY COMPLETING SECTION B OF THIS SOLICITATION. IN ORDER TO BE CONSIDERED FOR AWARD OFFEROR'S MUST SUBMIT PRICES FOR ALL CONTRACT LINE ITEMS IN SECTION "B".

4. OFFEROR'S MAY SUBMIT THEIR PROPOSALS ELECTRONICALLY BY THE CLOSING DATE ON PAGE 1 OF THIS SOLICITATION. ELECTRONIC SUBMISSIONS MUST BE SENT TO EITHER OF THE FOLLOWING EMAIL ADDRESSES: PETER.BROWN@US.ARMY.MIL OR HELEN.GONZALES@US.ARMY.MIL.

5. IN ORDER TO BE CONSIDERED FOR AWARD THE CONTRACTOR MUST VALIDATE THEIR BID RATES FOR A PERIOD OF SIX (6) MONTHS FROM THE CLOSING DATE OF THIS RFP.

6. ALL OFFEROR'S ARE REQUIRED TO SUBMIT A SUBCONTRACTING PLAN IN ACCORDANCE WITH FAR 19.7804-4 ALONG WITH THEIR PROPOSALS.

\*\*\* END OF NARRATIVE L0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

1. THE GOVERNMENT INTENDS TO AWARD UP TO THREE (3) INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)CONTRACTS (ONE AWARD FOR EACH REGION) THAT EXPIRE FIVE (5) YEARS AFTER AWARD OF THE INITIAL ORDER. THE ARMY INTENDS TO AWARD UP TO ONE CONTRACT IN EACH OF THE FOLLOWING REGIONS TO THE TECHNICALLY ACCEPTABLE, LOW PRICED OFFER:

a) REGION I: SELECTED FROM THE STATES OF ME, NH, VT, MA, CT, NY, PA, RI, DE, NJ, MD, WV, VA, MI, IN, OH, KY, TN, NC, SC, AL, GA AND FL.

b) REGION II: SELECTED FROM THE STATES OF ND, SD, MN, WI, IL, IA, NE, WY, CO, KS, MO, AR, LA, MS, TX, OK AND NM.

c) REGION III: SELECTED FROM THE STATES OF WA, ID, MT, OR, NV, UT, AZ, CA, AK AND HI.

2. IN ORDER TO BE TECHNICALLY ACCEPTABLE, THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING DECONTAMINATION CAPABILITY, AND BROKERAGE, RECYCLE AND DISPOSAL SERVICES. OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND HOLD A NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:

a. TOTAL ACTIVITY LIMIT: 100 CURIES

b. TRITIUM: 100 CURIES

c. SOURCE MATERIAL: 1,000 LBS

d. ATOMIC NUMBER 2-91  
EXCEPT SOURCE MATERIAL: 5 CURIES/NUCLIDE

3. THE IDIQ CONTRACT AND FIRST TASK ORDER WILL BE MADE CONCURRENTLY TO THE LOW PRICED, TECHNICALLY ACCEPTABLE OFFEROR IN EACH REGION. IF THE GOVERNMENT DECIDES THAT THERE IS NO ACCEPTABLE PROPOSAL FOR ONE OF THE REGIONS, NO AWARD WILL BE MADE IN THAT REGION. AN AWARD WILL NOT BE MADE IN ANY REGION UNTIL A TASK ORDER CAN BE PLACED CONCURRENTLY.

4. AFTER THE IDIQ/INITIAL TASK ORDER IS IN PLACE, ANY OTHER TASK ORDERS AWARDED DURING THE FIVE YEAR CONTRACT PERIOD WILL BE AWARDED TO THE TECHNICAL ACCEPTABLE CONTRACTOR THAT RESULTS IN THE LOWEST OVERALL PRICE TO THE GOVERNMENT WITHOUT REGARD TO REGION. TECHNICAL ACCEPTABLE CONTRACTOR AFTER AWARD OF INITIAL TASK ORDERS SHALL MEAN CONTRACTOR(S) THAT HAVE THE ABILITY TO ACCEPT THE WASTE STREAM WITHIN THE PARAMETERS OF THEIR LICENSE AND WASTE ACCEPTANCE CRITERIA. THE GOVERNMENT WILL CALCULATE THE COST OF THE PROCESSING, PERMITTING AND/OR BONDING COSTS AS WELL AS THE TRANSPORTATION COST TO THE GOVERNMENT (TO THE PROCESSING FACILITY AND TO THE DISPOSITION SITE). THE GOVERNMENT SHALL ALSO CONSIDER ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES, LAWS, STATUTES AND REGULATIONS. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A TASK ORDER UNDER ANY OF THE SUBSEQUENT IDIQ AWARDS THAT WILL BE THE MOST ADVANTAGEOUS TO THE GOVERNMENT.

5. THE MINIMUM DOLLAR AMOUNT OF EACH CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS \$2,500.00. THE OVERALL SHARED MAXIMUM PRICE RESULTING FROM THIS SOLICITATION IS \$5,000,000.00. THE MAXIMUM AGGREGATE DOLLAR VALUE OF ALL DELIVERY ORDERS ISSUED TO ALL CONTRACTORS UNDER THIS SOLICITATION SHALL NOT EXCEED THE ABOVE MAXIMUM AMOUNT. THE MINIMUM AND MAXIMUM FOR EACH AWARD WILL BE DETERMINED AT THE TIME OF AWARD.

6. THE GOVERNMENT RESERVES THE RIGHT TO HOLD DISCUSSIONS OR PROCEED WITH AWARD WITHOUT HOLDING DISCUSSIONS.

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\*\*\* END OF NARRATIVE M0001 \*\*\*